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Contract Database Metadata Elements

Title: **Utica City School District and Utica City School Custodial and Maintenance Employees Unit, International Brotherhood of Teamsters (IBT), Local 294 (2015)**

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CONTRACT BETWEEN UTICA CITY SCHOOL DISTRICT

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 294

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Utica City School District of the City of Utica, New York (hereinafter referred to as the District and the Custodial and Maintenance Employees Unit of Teamsters Local Union 294 (hereinafter referred to as "The Union"), so that the cause of public education may best be served in Utica, New York.

Superintendent of Schools
BOARD OF EDUCATION
July 1, 2015 – June 30, 2020

11-30-15

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ARTICLE 1

RECOGNITION

- 1:01 The Utica City School District recognizes the International Brotherhood of Teamsters Local Union 294, for the purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of a negotiating unit consisting of all custodians, steam boiler firemen, cleaners, groundskeepers, light equipment operators, laborers, caretakers, stockkeepers, and newly created positions have a community of interest with this bargaining unit on permanent tenure or probationary appointment, or who work regularly scheduled work week of 20 hours or more, except any employee whose remuneration is based on less than half the annual salary rate for the position. (This does not include substitute cleaners.)
- 1:02 During the duration of this agreement, the District agrees to renegotiate exclusively with the Union and in no way will the District negotiate with any other organization or any individual for the purpose of this agreement.

ARTICLE 2

NEGOTIATING PROCEDURE

- 2:01 The parties agree that no later than the 1st of February, prior to the expiration date of the contract period of the agreement, they will enter into collective negotiations.
- 2:02 It is further understood and agreed that the agreements reached by the representative negotiating teams must be ratified by the Superintendent of Schools Utica Board of Education and the membership of Custodial and Maintenance Employees represented by Teamsters Local Union 294.
- 2:03 The District agrees that it will provide the Union with two copies of the tentative budget in accordance with Section 2516 of the Education Law, after it is filed with the Clerk of the Board.
- 2:04 The term "collective bargaining negotiations" shall include "salaries, wages, hours and other conditions of employment as defined in Article 14, Section 201 of the Civil Service Law of the State of New York." It is also mutually agreed that all framework of total funds available to the School District and the effect of such negotiations on the local School District tax rate.
- 2:05 If agreement is not reached by May 1st, either party may request the State Public Employment Relations Board to assist the parties in reaching agreement. If, as a result of such assistance, the parties are still unable to reach agreement, it is agreed that the areas of disagreement will be stipulated and that a Fact Finding Committee will be requested of the Public Employees Relations Board by the parties.
- 2:06 It is understood and agreed that no agreement, alteration or modification of any of the terms of this Collective Bargaining Agreement shall be made or recognized unless executed in writing between the District and the Union.
- 2:07 No provision of this agreement shall be negotiated which is at the time of negotiations contrary to law. If any provision of this agreement shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, the parties shall meet for the purpose of negotiating suitable substitute provisions, but all other provisions and applications will continue in full force and effect.

ARTICLE 2

NEGOTIATING PROCEDURE (cont'd.)

2:08

In pursuance of Section 204-a of the Taylor Law, agreements between public employers and employee organization; the following is noted:

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

ARTICLE 3

GRIEVANCE PROCEDURE

3:01 DEFINITIONS

- (a) Grievance: A grievance is defined as any claimed violation or misinterpretation of the expressed provisions of this Agreement or a dispute with respect to its meaning and application.
- (b) Supervisor: The term supervisor shall mean the individual having direct line responsibility over the employee or group of employees filing for grievance. The lines of responsibility for the various groups covered by this Agreement are as follows:
 - 1. Custodial Employees:
 - a. Step 1-Immediate Supervisor (Head Custodian or Custodian or Assistant Custodian or Principal)
 - b. Step 2-Foreman
 - c. Step 3-Director of Human Resources or a designee of the school district
 - d. Step 4-Superintendent
 - 2. Groundskeepers, Light Equipment Operators, Stockkeeper:
 - a. Step 1-Maintenance Foreman
 - b. Step 2-Director of Human Resources or a designee of the school district
 - c. Step 3-Superintendent

ARTICLE 3

GRIEVANCE PROCEDURE

(cont'd)

- (c) Representation: A representative shall mean the person designated by the aggrieved employee to act on their behalf.

3:02 General Conditions:

- (a) It is understood that the Union may file a general grievance for an alleged violation of the agreement although an individual employee does not sign the grievance as outlined hereinafter.
- (b) Time limits are established in the grievance procedure to insure that the alleged grievance will be processed within a reasonable period of time. If either party to the Agreement fails to answer or appeal the grievance within the time limits specified, unless extended by mutual consent, the grievance shall automatically be appealed to the next step or be considered to have been answered satisfactorily, whichever the case may be.
- (c) No school administrator or supervisor shall coerce, interfere with, restrain, discriminate against, penalize or commit acts of reprisal against any employee in the exercise of any rights provided in these procedures.

3:03 Procedure

- (a) Step 1. Within thirty (30) days of the occurrence, commission or act which is the basis for an alleged grievance, the employee having a grievance will discuss the complaint with his immediate supervisor. The employee, if he so desires, may be represented at this meeting and all subsequent meetings by an individual of his own choosing. The immediate supervisor shall render a decision to the employee within five (5) working days of the date the complaint was first orally discussed with him by the employee. In event the complaint is not resolved to the satisfaction of the employee he shall reduce the complaint to writing on the grievance form provided, sign the grievance and present it to his immediate supervisor. The supervisor shall render a written decision within five (5) working days after the grievance is presented to him in writing.

ARTICLE 3

GRIEVANCE PROCEDURE

(cont'd).

- (b) Step 2. If the written answer of the supervisor does not resolve the grievance, the grievance may be appealed to Step 2 of the Procedure within five (5) working days of the receipt of the written answer in Step 1. The individual responsible for this step of the procedure shall, within five (5) working days of the date of receipt of the appeal, meet with the parties and attempt to arrive at an equitable solution. A written decision shall be rendered within five (5) working days of the date of the hearing.
- (c) Step 3. In the event a satisfactory settlement is not reached in Step 2, the grievance may be appealed within five (5) working days to Step 3. The Director of Human Resources or his/her designated representative shall, within five (5) working days of the date of receipt of the appeal, meet with the parties. A written decision shall be rendered within five (5) working days of the date of the hearing.
- (d) Step 4. In the event the answer rendered in Step 3 is not satisfactory, the grievance may, within five (5) working days of the date of the written answer be submitted to the Superintendent. The Superintendent, will meet with the parties within five (5) working days of receipt of notice of dissatisfaction rendered in Step 1. A written decision will be rendered within ten (10) working days of such meeting. If such submittal is not received by the Superintendent within the time limit specified, the decision rendered in the third step shall be final.
- (e) Step 5. If the decision of the Superintendent as provided in Step 4 is not satisfactory, the Union may, within five (5) working days, file a notice with the Board that the grievance is to be submitted to arbitration in accordance with the procedure outlined in Section 3:05. If such notice of submittal of arbitration is not received by the Board within the time limit specified, unless mutually extended, the decision rendered in Step 4 shall be final.

ARTICLE 3

GRIEVANCE PROCEDURE (cont'd.)

3:04 Arbitration

(a) Selection of the Arbitrator

1. Within five (5) working days after a grievance has been appealed to arbitration, a representative of the Union and of the District will meet to select an arbitrator to whom the matter will then be submitted.
2. If an arbitrator is not agreed upon by the parties within ten (10) working days of the date grievance was first appealed to arbitration, the parties shall request the American Arbitration Association to submit the names of five (5) arbitrators. The parties will attempt to agree on one (1) of these five (5) as an arbitrator. If no agreement is reached on one (1) of the five (5), then the parties shall request the American Arbitration Association to submit the name of one (1) arbitrator, not included in the five (5) names previously furnished, who will be the arbitrator.

(b) The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) calendar days from the close of the hearing. Four (4) copies of the award shall be signed by the arbitrator, two (2) copies of which shall be delivered or mailed to each of the parties to the Agreement.

(c) Any time limits in Sections a and b can be extended by mutual consent of parties.

(d) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he, in any case, issue an award which has the effect of limiting or interfering with the operation of any applicable provisions of law.

(e) Regardless of the outcome of the grievance submitted to arbitration, costs thereof shall be borne by both parties to the dispute, share and share alike. Such costs will be limited to the arbitrator's fees and expenses and shall include the cost of a stenographic record if ordered by the arbitrator. The cost of any additional services required by either party shall be borne by the party requesting these additional services unless mutually agreed by the parties to share such costs.

(f) The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 4

TRANSFERS, PROMOTIONS, LAYOFFS AND RECALLS

4:01 Voluntary Transfers

All vacancies in positions covered by this agreement in the Utica City School District shall be posted for a period of ten (10) days on custodian and school office bulletin boards within ten (10) working days of the date the vacancy occurs and at least fifteen (15) days prior to the date on which these vacancies shall be filled. Any individual wishing to transfer to one of these assignments shall be governed by the following policy:

- (a) A written request for such transfer shall be directed to the Director of Human Resources, Supervising Foreman, and Union Representative.
- (b) A list of applicants with respective dates of employment and date of last promotion will be provided to the Union.
- (c) The Union may submit a written recommendation for the applicants to the Director of Human Resources.

In making its recommendation, the Union will consider:

- 1. The effect the transfer will have on the operational output of the department or school the employee wishes to leave.
 - 2. The suitability of the employee for the position held and the one to which he desires to transfer.
- (d) The recommendation of the Union will be reviewed by the Director of Human Resources, who will implement transfers, assignments or promotions. (In filling such vacancies the District agrees to give consideration to the following factors: knowledge of the area of specialty and performance of assigned duties. In the event the above factors are relatively equal among those applying for the position, the most senior employee will be transferred.)

ARTICLE 4
TRANSFERS, PROMOTIONS, LAYOFFS AND RECALLS
(cont'd)

- (e) In making his/her recommendation, the Director of Human Resources will consider:
 - 1. The effect the transfer will have on the operational output of the department or school the employee wishes to leave.
 - 2. The suitability of the employee for the position held and the one to which he desires to transfer.
- (f) If the employee requests and is transferred to a lower rated job, he may receive the rate of the job to which transferred.
- (g) A probationary employee may not apply for a transfer until they have satisfactorily completed their probationary period.

4:02 Involuntary Transfers

On occasion the needs of the District may make it necessary to make involuntary transfers of employees subject to the terms of this agreement. When such transfers become necessary, the following procedure will govern:

- (a) Notice of such involuntary transfer will be given to the employee and a copy to the Union as soon as is practicable.
- (b) There will be a meeting between the Director of Human Resources, the employee to be transferred, and a Union representative of the employee's choice to review the reasons for the transfer will be explained to the employee. A written confirmation of the reasons will be given to the employee and his union representative.
- (c) If the employee objects to the transfer, he may file a grievance under the provisions of Article 3. Such grievance will be filed directly in the third step of the Grievance Procedure, Paragraph 3:02 (c).
- (d) An employee who is involuntarily transferred shall retain the privilege to request a transfer to a vacancy posted in accord to Section 4:01.

ARTICLE 4

TRANSFERS, PROMOTIONS, LAYOFFS AND RECALLS (cont'd)

- (e) The Supervising Foreman and Director of Human Resources shall endeavor not to leave competitive Civil Service positions unfilled for more than twenty (20) working days.

4:03 Promotions

(a) Any qualified employee may apply for a new position at the time it is posted. In filling such vacancies, the District agrees to give consideration to the following factors: Seniority and knowledge of area of specialty; performance of assigned duties; ethical conduct. Upon promotion to another labor classification, the promoted employee will have the least seniority in the new labor classification.

(b) A probationary employee may not apply for or be considered for a promotion until satisfactorily completing their probationary requirements.

(c) Promotions and an employee's eligibility for a promotion will be made in accordance with Civil Service Law and Regulation.

4:04 Layoff

If at any time it is necessary to institute a reduction in force to non-competitive labor classes, seniority shall be the sole factor governing said reductions.

4:05 Recall

Employees will be recalled on basis of seniority.

ARTICLE 5

EVALUATION

5:01 Purpose

The effective evaluation of the staff is designed to improve performance of duty and to supply the district with a rational standard for judging the competencies of the Civil Service Employees during their twenty-six (26) week probationary period.

5:02 These employees by this section of this Agreement and the evaluators involved are as follows:

- (a) Custodians and cleaners shall be evaluated by the principal with the assistance of the Supervising Foreman or his/her designee.

5:03 The evaluation of permanent Civil Service personnel shall be forwarded to the Director of Human Resources by the responsible evaluator no later than June 1. Each evaluation must be discussed with the employee involved.

The employee shall sign the evaluation to indicate that he was afforded the opportunity to examine the evaluation. Such signature shall not be construed to mean agreement with the contents of the evaluation.

5:04 Probationary Civil Service Employees shall be evaluated sufficiently in advance of the termination date of the probationary period, so that in the event of an adverse evaluation, the employee is afforded the opportunity to appeal the evaluation as provided in Paragraph 5:05.

5:05 An employee who has been evaluated may appeal such evaluation to the Director of Human Resources, if he so desires. In this event, it will be the responsibility of the Director of Human Resources to conduct a hearing with the employee and the evaluator. The employee may, if he so requests, be represented by a union representative.

5:06 Employees shall have the right at reasonable times to examine their personnel files.

ARTICLE 6

LEAVE OF ABSENCE - HOURLY EMPLOYEES

6:01 Sick Leave

All full-time employees shall be entitled to be absent from work without pay loss, in accordance with the following conditions:

(a) Employees subject to the terms of this agreement shall be credited with sick leave credits as follows:

1. Twelve (12) month [salaried]* hourly employees, one (1) day per month to total twelve (12) days per year.
2. Accumulated Sick Leave: employees shall be allowed to accumulate an unlimited number of sick leave days during their employment with the District.
3. Employees shall be entitled to be absent due to illness without loss of pay.
 - a. In the event an employee is unable to report for his regular assignment as scheduled because of personal illness or other emergency, including maternity provided for in this section, it shall be the responsibility of the employee to report his impending absence as soon as possible, but at least one (1) hour before the beginning of his shift, unless reasonably prevented by circumstances.

Such notification shall be to the Building Principal or Custodian for custodial personnel and to a Maintenance Foreman for Maintenance Shop personnel.
 - b. The District shall require verification of illness from employees after five (5) consecutive work days of absence from a physician of the District's choice.
 - c. Should a leave of absence for illness exceed the total of sick leave credits, then the leave will be automatically changed to an unpaid leave subject to provisions for leaves of absence without pay.

ARTICLE 6

LEAVE OF ABSENCE-- HOURLY EMPLOYEES (cont'd).

- d. Before returning from leave for reason of illness, the employee may be required, prior to and as a condition of his return, to be examined by a physician selected and paid by the Utica City School District to determine that no disability exists.
- 4. Sick Bank: All terms and conditions for the establishment and administration of the Sick Bank will be mutually agreed upon by both parties; however, it is hereby agreed that the following provisions shall be incorporated by the Committee:
 - a. The Sick Bank shall only be used for-catastrophic, long-term (in excess of thirty (30) days) and/or terminal illnesses, or as may mutually be agreed upon by the district and the union.
 - b. No employee may apply for use of Sick Bank time until the individual's accrued sick time has been exhausted.
 - c. All contributions of days to the Sick Bank shall be by employees of this bargaining unit with no contribution of days by the Utica City School District.

6:02 Family Medical Leave Act: Employees shall be entitled to all benefits as provided for by the Family Medical Leave Act (FMLA).

6:03 Bereavement Days (Immediate Family): Employees shall be entitled to be absent from work without pay loss because of the death of a member of his immediate family. Such absence shall be for a maximum of five (5) working days, provided:

- (a) The employee submits satisfactory evidence of the death and the relationship of the deceased.
- (b) Immediate family shall be defined as follows:

- | | |
|--------------------------------------|------------------------|
| 1. Spouse | 6. Grandchildren |
| 2. Father or Mother | 7. Son/Daughter-in-Law |
| 3. Child | 8. Step siblings |
| 4. Brother or Sister | 9. Step children |
| 5. Mother-in-Law or
Father-in-Law | 10. Step parents |

ARTICLE 6

LEAVE OF ABSENCE -HOURLY EMPLOYEES (cont'd).

6:04 Bereavement Days (Non-Immediate Family)

Employees shall be entitled to be absent without pay loss for one (1) day in order to attend the funeral of a member of his or her family other than those listed as immediate family under the following conditions:

- (a) The employee submits satisfactory evidence of the death, the relationship and funeral attendance.
- (b) For the purpose of this section, "family" shall be confined to direct relationship such as grandfather, grandmother, uncle, aunt, nephew or niece or through marriage, such as brother-in-law or sister-in-law, grandfather-in-law or grandmother-in-law.

6:05 Personal Leave

- (a) Full-time employees shall be entitled to three (3) personal leave days in a single fiscal year for personal reasons. Such leave will not be allowed in units of less than four (4) hours. Requests for personal leave shall not be unreasonably denied.
- (b) Such leave cannot be taken immediately prior to or following a holiday or a vacation or recess which falls on the following Monday and the Monday following a holiday or vacation or recess which falls on the proceeding Friday.
- (c) Such leave cannot be combined with another personal leave day or any other personal absence day.

ARTICLE 6

LEAVE OF ABSENCE-HOURLY EMPLOYEES

(cont'd.)

(d). Personal leave may not be taken the day immediately before or after a holiday or recess, or combined with other absences such as sick days, to extend absences from work immediately before or after a holiday or recess. An employee may request a waiver of this restriction through the Custodial Foreman for custodial employees and the Maintenance Foreman for maintenance employees, whose decision shall be neither grievable nor precedent setting.

If leave is taken prior to formal approval and it is subsequently determined that the employee was not entitled to leave, then the employee will suffer at minimum a loss of an accrued leave day.

(e) Unused personal leave in each fiscal year will be credited to the employee's sick leave.

(f) If an employee uses no personal leave in a single fiscal year, then that employee will be credited with four (4) days accumulated sick leave in addition to any regular credited sick leave accumulation.

6:06

Absence Because of Required Legal Proceedings

(a) Any employee required to be absent in order to meet his personal obligation for an appearance in any legal proceeding connected with his employment or with the school system, for the performance of jury duty, or because he has been subpoenaed in a legal matter in which he is not personally involved, will be excused from work without loss of pay, for such absence under the following conditions:

1. It is understood that a required appearance as described is not to be construed to be a paid holiday.
2. He notifies his immediate supervisor as early as possible prior to his required attendance at court.

ARTICLE 6

LEAVE OF ABSENCE– HOURLY EMPLOYEES

(cont'd)

3. He is absent only for the period of time necessary to perform the legal service required plus a reasonable time for meal and travel before reporting back to work. A reasonable time allowance shall be one (1) hour for service in courts in Utica and one and one-half (1 ½) hours for service in courts in Rome. Exceptions will be considered on an individual basis.
4. He reimburse the School District an amount equal to any fees received as a juror or witness for each day of service as a juror or witness and for which he received pay from the School District where such service is rendered during his scheduled work time, exclusive of travel allowance.
5. He supplies the Director of Human Resources with satisfactory evidence of having appeared in court for the reasons outlined and including the time of such services.
6. Exception: The employee shall have the option of forfeiting pay for the period of a required absence as heretofore described and retaining all fees received. This exception must be for the entire period of the required absence and not on a day-to-day basis.

6:07

Attendance

Since the primary responsibility of the staff is to the welfare of the students, regular attendance on the part of the staff is necessary for the continuity of the educational process. Failure to observe and follow the rules in this article covering reporting impending absences and medical certification of absences where required, will be sufficient cause for loss of pay for unauthorized absences, as well as such other action as may be provided for in this Agreement.

6:08

Benefits

All fringe benefits will continue in force during the period an employee is absent from work and receiving full pay. This includes payment of Health Insurance premiums and accrual of sick leave and vacation credits.

ARTICLE 7

LEAVES OF ABSENCE WITHOUT PAY

7:01 Leave of Absences

- (a) In the event that illness requires that an employee be absent from work for a period greater than covered by the employee's accumulated sick leave credits and upon presentation of medical proof from a physician verifying the necessity for the continued absence, the District will grant up to one (1) year leave of absence without pay.
- (b) Before returning from such a leave, the employee may be required, prior to and as a condition of his return to duty, to be examined by a doctor provided by the School District in order to establish that he is able to perform his normal duties. Such requirement shall in no way impair the exercise by bargaining unit members of rights pursuant to Section 73 of the Civil Service Law or the Grievance Provision set forth in Article 3 of this Agreement.
- (c) Any absences not recognized by a provision of this Agreement by law or by District policy as paid or unpaid leave, shall be unauthorized. Employees may not elect to take time off without pay ("pay loss").

When mitigating circumstances exist, an employee may petition the District Superintendent for unpaid leave time. Requests shall, when possible, be made in advance of an unanticipated leave. In the alternative, the employee shall file a written request to the Superintendent within forty-eight (48) hours upon their return to work. The decision of the Superintendent to grant or deny the unpaid leave shall be final without recourse to the grievance procedure, except in cases involving long term illness or injury. Absences in excess of two (2) weeks without notice and approved leave shall be considered job abandonment.

7:02 Leave for Personal Reasons

Upon presentation of a reason satisfactory to the District, an unpaid leave of absence for personal reasons may be granted for a period not to exceed one (1) year. Extension of such leave may be granted at the discretion of the District, subject to the rules and regulations of the Civil Service Commission of the City of Utica, New York.

ARTICLE 7

LEAVES OF ABSENCE WITHOUT PAY (cont'd.)

7:03 Child Care Leave

- (a) Any employee shall be granted, upon written application, a child care leave may be up to one (1) year which shall be without pay or increment and for a period of one year. Any such leave which is for less than a full year must terminate at the completion of the semester in which such leave is commenced, or at the end of the following semester.
- (b) An employee who adopts an infant child will be eligible for a leave of absence of up to one (1) year subject to the conditions of the Child Care provisions of this section. Application for such leave should be made as early as possible prior to adoption.

7:04 Leave of Absence for Union Activities

- (a) Elected or appointed Officers, delegates or representatives of Teamster Local 294 (the "Union"), who are employees of the School District will be allowed an annual leave of absence of not more than aggregate of seventy-two (72) hours annually without loss of pay to permit attendance at conferences. This will be addition to time spent for scheduled collective bargaining sessions.
- (b) The Union shall submit written notice of the names of the delegates and the date of the conferences at least five (5) days prior to the first day of absence of each delegate.
- (c) Custodial/Maintenance Unit of Teamsters Local 294 Chief Steward or representative with prior approval of maintenance foreman shall be allowed to investigate and process grievances.

ARTICLE 7

LEAVES OF ABSENCE WITHOUT PAY (cont'd).

7:05

General Conditions Governing Leave of Absence

- (a) Unless explicitly stated otherwise in the particular section covering an extended leave of absence, the following regulations will govern all leaves of absence:
1. All leaves of absence will be without pay.
 2. All benefits to which an employee would be entitled were he/she not on leave will be suspended for the duration of such leave including of sick leave.
 3. All benefits to which a permanent Civil Service Employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return and he will be assigned to the same position which he held at the time of such leave, if possible, or to a substantially equivalent position.
 4. An employee returning from leave will be placed on the same level of the salary schedule he was on when the leave commenced.
 5. All requests for leaves, extensions or renewals will be applied for in writing. Confirmation of the approval of the leave, extension or renewal will also be in writing
 6. It will be the responsibility of the employee on leave of absence for a year for reasons other than illness to notify the Director of Human Resources, in writing, of his/her intention to return to work at least four (4) weeks prior to the expiration of such leave; an employee on leave of absence for a year because of illness must notify the, Director of Human Resources, in writing, of his intention to return to work at least four (4) weeks prior to the expiration of such leave. Unless such written notice is received, the employee will be considered to have voluntarily resigned.
 7. All employees will be entitled to benefits as provided for the Family Medical Leave Act (FMLA).

ARTICLE 8

WORKMEN'S COMPENSATION BENEFITS

- 8:01 All employees of the Utica City School District are protected under Worker's Compensation Laws of New York State. Employees who are injured during the normal course of their employment are entitled to medical care and reimbursement for loss of pay as provided under the Worker's Compensation Law.
- 8:02 Employees may elect to draw one (1) day of sick leave for each day of such absence to the extent that exhaust personal benefits. The employee must return to the School District all Workers' Compensation payments received on account of such absence.
- 8:03 Sick leave credits will be reinstated at the rate of one (1) day for each full day of salary reimbursement returned to the District for an absence due to a single compensable injury. Reimbursement of lost compensable work days at a partial rate by the Worker's Compensation Board by the employee shall result in partial sick leave credits commensurate with the financial reimbursement made to the District.
- 8:04 A unit member may elect to use one (1) day of sick leave credits, per pay period, in order to maintain benefits coverage.

ARTICLE 9

HEALTH INSURANCE

All insurance benefits inclusive of optional coverage disability will be negotiated. Until a side letter of agreement is negotiated, present insurance coverage remains in effect.

9:01 The District shall provide to Teamster Local 294/the Union Employees Health Insurance coverage including Major Medical, Dental, Vision and Prescription Drug Insurance as provided by the current carrier. Such Health Insurance coverage as heretofore outlined shall be subject to such changes, as may result from future negotiations between the District and the Teamster Local 294 the Union prior to the expiration of this agreement. The District and Teamster Local 294 the Union agree to enter into negotiations regarding Health Insurance benefits based upon the findings of the current Advisory and Review Committee.

Effective July 1, 2012, the District agrees to shift to and utilize the Teamster's Dental Program.

Effective as of July 1, 2015, or as soon thereafter as a transfer can be completed, the Association agrees that its members shall move from the existing Teamster Health Insurance Plan, to include dental, to a District offered Blue Cross Blue Shield health insurance plan, or its equivalent, which plan, or any future plan, taken as a whole shall be equal to or greater than that which is currently provided to the membership. It is further agreed that any future changes in the new health insurance policy or plan or company shall be subject to negotiations by the parties.

9:02 The District will pay one hundred percent (100%) of the Health Insurance premium for the employee and sixty percent (60%) of the premium required to cover the dependents of the employee.

Effective July 1, 2010, for all new employees hired by after that this date the District will pay ninety percent (90%) of the health insurance premium for the employee and sixty percent (60%) of the premium required to cover the dependents of the employee.

Effective upon ratification of this Agreement (dated December 13, 2011) all new employees hired by the District shall pay twenty percent (20%) of the health insurance premium and sixty percent (60%) of the premium required to cover the dependents of the employee.

ARTICLE 9

HEALTH INSURANCE

(cont'd)

Effective October 27, 2015, all new employees hired by the District shall pay thirty percent (30%) of the health insurance premium and fifty percent (50%) of the premium required to cover the dependents of the employee.

- 9:03 When an employee is removed from the payroll for any reason whatsoever, the employee is responsible to pay the full premium for Health Insurance coverage for the period they are not on the payroll.
- 9:04 No matter respecting the administration of the provisions of the Health Insurance program will be subject to the grievance or arbitration procedure established in this Agreement.
- 9:05 The District agrees to comply with the Health Insurance related provisions of the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, commonly known as COBRA.
- 9:06 The parties agree that the district is involved in an ongoing search for cost effective ways to provide health insurance benefits to unit members. The parties agree that the way in which the District provides such benefits will continue to be open for negotiation during this contract term. Until the manner of the provision of such benefits is agreed to by the parties, the present health insurance coverage remains in effect.
- 9:07 The District will create a union/employer task force to study all health care plan alternatives. The task force should include representatives of all unionized employees in the District.
- 9:08 Employees who retire from the District into the New York State Employee Retirement System (NYSERS) with twenty (20) or more years of continuous service with the Utica City school District shall be eligible for retiree health insurance coverage. The retired employee's share of the costs of the premium for retiree health insurance coverage shall be the same as the rate of contribution the employee had at the time of their retirement with the District.

ARTICLE 10

UNION SECURITY

- 10:01 The School District agrees to deduct membership dues from the salaries of its employees who are members of the Custodial and Maintenance Employees Union provided that such members have voluntarily authorized the District in writing to make such deduction in accordance with the "Designation and Payroll Deduction Authorization" form set forth below.
- 10:02 The District further agrees to remit such membership dues promptly to the financial secretary of Teamsters Local Union 294.
- 10:03 The following shall be considered the official notification of dues deduction by those members who desire to have their dues deducted from their salaries.

DESIGNATION & PAYROLL DEDUCTION AUTHORIZATION

(Print)	Last Name	First Initial	Building
Address			

TO: BOARD OF EDUCATION OF _____

School District

Pursuant to Chapter 392, Law of 1967, I hereby designate

the _____ (Local Association or Union) as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangement agreed upon with such association to deduct from my salary and transmit to the association indicated below and dues as certified by the respective associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Utica City School District and all its officers from any liability therefor. This authority will be continuous while employed in this school system or until withdrawn by written notice according to terms of agreement.

Designated Local Association or Union

Employee's Signature	Date
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ARTICLE 10

UNION SECURITY

(cont'd)

- 10:04 The Union agrees to certify in writing the current rate of its membership dues. If the amount of the dues should be changed, the Union further agrees that it will give the District thirty (30) days notice prior to the effective date of such change.
- 10:05 It is understood and agreed that the deductions referred to in Paragraph 10:01 above, will be made in the following manner: monthly membership dues will be deducted monthly. It shall be the responsibility of the Union to provide the District with any additional authorizations at least two (2) weeks prior to any regularly scheduled pay day in order to be honored and deductions made.
- 10:06
- (a) All members of the bargaining unit who do not become or remain members of the Union shall pay to the Union a service charge as a contribution towards the cost of administration of this agreement and Union representation. The service fee shall commence thirty one (31) days after employment for new employees who do not become members of the Union and immediately for employees who de-authorize dues deductions and shall be deducted by the District subject to the provisions of applicable law once monthly.
 - (b) The Union certifies that it has created a legal refund procedure for agency fee payers who object to illegal expenditures, and that it has procedures for dealing with such fees and with agency fee payers in a lawful manner.

ARTICLE 11

MILITARY LEAVE

11:01 All employees will be entitled to benefits as provided for the Military Leave.

Leave will be for ordered military duty only.

It shall be the responsibility of the employee to submit a request for such leave at least thirty (30) days before the first day of absence. The request must state each date of required absence and must be accompanied by a copy of the military order making the leave necessary.

ARTICLE 12 WORKING CONDITIONS

12:01 Employment Status

It is understood and agreed that, as a condition of continued employment, all persons presently employed and all those hereafter employed in classifications covered in the Recognition Clause of the Agreement, shall comply with the rules and regulations of the Civil Service for the State of New York, the local Civil Service Commission having jurisdiction.

12:02 Non-Discrimination

The District hereby agrees not to refuse to hire or to discharge any employee or otherwise discriminate against any individual with respect to his compensation, terms and/or conditions of employment because of race, creed, color, sex, age or national origin. It is further understood and agreed that nothing will be done to limit, segregate or otherwise classify employees in any way that would deprive or tend to deprive any individual of his employment opportunities or otherwise adversely affect his status as an employee because of his race, creed, color, sex, age or national origin. The Union also agrees that it will not discriminate because of race, creed, color, sex, age or national origin.

It is understood and agreed that the District shall comply with the rules and regulations of the New York State Civil Service Commission and the local Commission having jurisdiction.

12:03 Union Activities

The District agrees that it will not interfere with, restrain or coerce the employees because of Union membership or lawful activity in the Union, nor will it discriminate in hiring or will it attempt to discourage membership in the Union.

12:04 Union Membership

All employees who are members of the Union in good standing after July 21 of each contract year and who have signed dues checkoff authorization forms and all employees who become members of the Union after the above noted date and who sign such dues checkoff authorization forms will not be permitted to rescind such authorization after twenty-one (21) days of the effective date of this Agreement and each succeeding Agreement.

ARTICLE 12

WORKING CONDITIONS (cont'd.)

12:05 Hours of Work

The regular work day for full-time employees shall consist of eight (8) hours.

12:06 Work Week

- (a) For the purpose of this Agreement and to facilitate keeping records of hours worked in compliances with the Federal Fair Labor Standards Acts, as amended, the calendar work week will start at 12:01 A.M. Monday and end at 12:00 midnight of the following Friday.
- (b) No employee of record will be assigned a regularly scheduled work week other than one which starts on Monday and ends on Friday except on a voluntary basis.
- (c) Any employee required to work a split shift will do so on a voluntary basis. A split shift is defined as a shift with more than a one (1) hour scheduled lunch or recess in a normal work day.

12:07 Overtime

- (a) Employees covered by the terms of this Agreement will be paid at the rate of time and one half for:
 - 1. Time worked in excess of eight (8) hours in one (1) day.
 - 2. All time worked on Saturday and Sunday.
 - 3. All time worked holidays provided in Article 13. This is in addition to pay for the holiday. Double time on: New Years Day, Easter, Thanksgiving and Christmas Day.
 - 4. The supervising foreman will assign overtime by seniority to all unit employees on a rotating basis.

12:08 Reporting Pay

An employee who reports to work for an emergency shall be paid a minimum of four (4) hours of wages between 12:00 midnight and 5:00 AM.

ARTICLE 12

WORKING CONDITIONS

(cont'd).

12:09 Vacation

- (a) Full-time twelve (12) month employees, during their first forty-eight (48) months of employment shall receive five-sixths (5/6's) of one day vacation for each full month of employment.
- (b) Full-time twelve (12) month employees, following completion of the first forty-eight (48) months of service, shall receive one and one-quarter (1 1/4) days for each full month of employment. Vacation earned in one (1) fiscal year must be used during the following fiscal year and cannot be carried over.
- (c) Beginning July 1, 1983, full-time, twelve (12) month employees will receive vacation credits at the rate of one and two-thirds (1 2/3) days for each full month of service following the completion of one hundred eight (108) months of total service. Total accumulation not to exceed twenty (20) days in one (1) fiscal year. Vacations earned in one (1) fiscal year must be used in the following fiscal year. Vacation credits cannot be carried over.

12:10 Vacation Pay

- (a) Rate of vacation pay per week shall be the regular rate of pay of the employee.
- (b) When a contractual holiday falls within an employee's vacation period, he/she will not be charged a vacation day.

ARTICLE 12

WORKING CONDITIONS (Cont'd)

12:11 Vacation Period

Employees who are entitled to a paid vacation following the year in which vacation as earned under the terms of this Agreement shall use their vacations on or before May 15th of each school year.

For those employees who wish to take vacations during the months of July and/or August of each school year, they must submit their vacation request(s) to their foreman on or before June 1st of the prior school year. Applications are to be made to the Custodial Foreman for custodial employees and the Maintenance Foreman for maintenance employees. The scheduling of vacations during the summer months shall be at the sole discretion of the appropriate foreman based upon the operational needs of the District.

All other vacation requests must be made in writing to the supervising foreman at least five (5) working days in advance of the requested vacation time.

Vacation days may not be taken the day immediately before or after a holiday or recess, or combined with other absences such as sick days, to extend absences from work immediately before or after a holiday or recess.

An employee may request a waiver of this restriction through their supervising foreman, whose decision shall not be either grievable or precedent setting.

Vacation schedules will be posted and any conflict in vacation scheduling will be decided administratively by the supervising foreman. Seniority in service will be the deciding factor in making such decisions.

Firm vacation schedules will be posted not later than June 16th following the request deadline. Schedules will be firm and will not be changed except in case of extreme emergency.

12:12 Dental and Medical Appointments

Individuals will be allowed two (2) times a month to attend medical and dental appointments during work hours without a loss of pay. Such appointments shall be limited to appointments that cannot be scheduled outside of normal working hours. Any such absence in excess of two (2) hours shall be charged to earned sick leave credits.

ARTICLE 12

WORKING CONDITIONS (cont'd)

12:13 Discipline and Discharge

It is agreed that no employee subject to the terms of this Agreement will be discharge or subject to the disciplinary action without just cause. Except in the case of emergencies, proof of such cause for action shall be presented to the employee and the Union prior to the taking of the action. If the employee believes that he has been unjustly treated, he may file a grievance in accordance with the grievance procedure and in accordance with the provisions of the Civil Service Law of the State of New York.

No complaint, disciplinary letter, memorandum, note, supervisory or evaluatuion report will be placed in an employee's file without the employee's knowledge. The employee shall be permitted to attach a statement of explanation and shall be given a copy of all documents so filed.

12:14 Final Pay

- (a) In the event an employee is discharged, he shall receive all monies due him at the next pay period after discharge. If an employee voluntarily resigns, he shall receive all monies due him on the next pay day following such resignation. It is agreed and understood that such final pay shall include earned vacation pay, if any.
- (b) In the event of the death of an active employee, all accrued sick and personal benefit days, if any, shall be paid in full to the deceased employee's estate.

12:15 Additional Benefits

- (a) Nothing in this agreement shall be interpreted in such a manner as to lower the weekly, daily or hourly wage of a permanent employee as provided herein, except as specifically provided herein, or as a result of amendments to this agreement executed in conformance with Article 2, paragraph 2:06.
- (b) All present terms and conditions of employment of all employees covered by this agreement that are of a beneficial nature to the employee shall remain in force and effect unless specifically covered herein.

ARTICLE 12

WORKING CONDITIONS (cont'd)

- (c) No part of this agreement shall be construed to preclude the School District from giving any further benefits to its employees.

12:16 Protection

- (a) As provided by Section 3023 of the Education Law, the Utica City School District will save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to any property of any person within or without the School Building, provided such employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment. However, the Utica City School District will not be responsible for such protection unless the employee, with ten (10) days notice of action, delivers the original or a copy of the summons, process, complaint, notice, demand or pleading to the Utica City School District.
- (b) As provided by Section 3028 of the Education Law, the Utica City School District, the Board of Education shall provide an attorney or attorneys and pay such attorney's fees and expenses necessarily incurred in the defense of any employee in any action as described in preceding Paragraph (a) and subject to the same conditions and limitations.

12:17 Travel Expense

Employees in the negotiation unit required to provide their own transportation in traveling from one work assignment to another during the course of their work day, will be reimbursed at the rate of seventy-five (\$.75) cents for each trip.

ARTICLE 12

WORKING CONDITIONS

(cont'd)

12:18 Snow Days

The custodial negotiation unit represented by Teamsters Local Union 294 is comprised of employees responsible for the operation of our school buildings. Inclement weather does not obviate the need for their services. In fact, attendance is more important during periods when weather conditions make it more difficult for police or fire department vehicles to answer calls. Therefore, no custodial employee will be excused from work because of inclement weather or other conditions which require the suspension of scheduled classes or other events in any or all buildings. There will be no compensatory time given for attendance on such days.

- (a) In the event that schools are not in session due to a calendar adjustment because of unused snow days, custodial employees represented by Teamsters Local Union 294 shall receive a prorated portion of those days according to the following conditions:

<u>Days Removed From Calendar</u>	<u>Teamster Local 294 the Union Employees Receive</u>
-----------------------------------	---

1	1
2	2
3	3
4	4

12:19 Safety Committee

A joint Safety Committee will be formed consisting of the Director of Human Resources and the Maintenance Shop Foreman acting for management, and the President/Shop Steward and Vice President/Assistant Shop Steward acting for Teamster Local 294 the Union, whose sole purpose it will be to promote safety.

12:20 First Aid Kits

Industrial type first aid kits approved by the American Red Cross shall be required in all custodial offices. These first aid kits shall be refilled/replaced at the District's expenses.

ARTICLE 12

WORKING CONDITIONS (con't)

12:21 Employee Discipline

Employees found guilty of work place infractions shall be subject to an automatic Five (5) Step Discipline process, as follows:

First Offense:	Verbal Reprimand
Second Offense:	Written Counseling Memorandum
Third Offense:	Three (3) Day Suspension
Fourth Offense:	One (1) Week Suspension
Fifth Offense:	Three (3) Week Suspension
Sixth Offense:	Termination

The District is not precluded from imposing more severe penalties against an employee found guilty of acts of:

- (1) Insubordination.
- (2) Acts of physical violence.
- (3) Criminal misconduct.

This progressive discipline process shall apply to acts occurred within an ongoing period of twenty-four (24) months.

For purposes of this provision, an employee's discipline history shall be measured from the twenty-four (24) month period immediately prior to the effective date of the new collective bargaining agreement.

12:22: Work Shift

An employee may not unilaterally modify his or her work shift or schedule.

ARTICLE 13

HOLIDAYS

13:01

- (a) In addition to vacation, employees shall be entitled to fourteen (14) paid holidays during each fiscal year.

The parties agree to add New Year's Eve as an annual holiday, subject to the remaining terms and conditions of this Article.

A schedule of holidays will be issued, on or before, August 1st of each year. The schedule may be amended as necessary, to conform to the school calendar when adopted.

- (b) Other holidays shall be as declared by the Utica City School District. Regular twelve (12) month employees of the Bargaining Unit may also be eligible for additional holidays without loss of pay.

ARTICLE 14

WAGES

14:01 Salary Increases

- I. Effective and retroactive to 7/1/2015 increase each step of the wage schedule by two percent (2%). Grant increments where due. All employees who are off schedule or at the top of the applicable schedule or not on a step schedule shall receive a two percent (2%) increase in their 2014-2015 rate. Retroactive pay to be paid to those individuals on payroll effective the date of ratification.
- II. Effective and retroactive to 7/1/2016 increase each step of the wage schedule by two percent (2%). Grant increment where due. All employees who are off schedule or at the top of the applicable schedule or not on a step schedule shall receive a two percent (2%) in their 2015-2016 rate.
- III. Effective 7/1/2017 increase each step of the wage schedule by two percent (2%). Grant increments where due. All employees who are off schedule or at the top of the applicable schedule or not on a step schedule shall receive a two percent (2%) increase in their 2016-2017 rate.
- IV. Effective 7/1/2018 increase each step of the wage schedule by two percent (2%). Grant increment where due. All employees who are off schedule or at the top of the applicable schedule or not on a step schedule shall receive two percent (2%) increase in their 2017-2018 rate.
- V. Effective 7/1/2019 increase each step of the wage schedule by two percent (2%). Grant increment where due. All employees who are off schedule or at the top of the applicable schedule or not on a step schedule shall receive a two percent (2%) increase in their 2018-2019 rate.

All wage increases shall be inclusive of increment.

ARTICLE 14

WAGES (cont'd)

14:02: Twelve (12) Month Employees

For twelve (12) month Custodial or Maintenance Employees in the Bargaining Unit:

	<u>2015-2016</u>	<u>2016-2017</u>
Senior Custodian	\$26.41	\$26.94
Head Custodians	\$24.90	\$25.40
Custodian	\$23.18	\$23.65
Assistant Custodian	\$21.69	\$22.12
Building Caretaker	\$21.69	\$22.12
Stockkeeper	\$23.59	\$24.06
Groundsman	\$23.59	\$24.06
Steamboiler Fireman	\$22.68	\$23.14
Athletic Caretaker	\$22.68	\$23.14
Light Equipment Operator	\$22.68	\$23.14
Landscaper	\$22.68	\$23.14
Cleaner "Off Step"	\$20.41	\$20.82

ARTICLE 14

WAGES (cont'd)

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Senior Custodian	\$27.48	\$28.03	\$28.59
Head Custodians	\$25.90	\$26.42	\$26.95
Custodian	\$24.12	\$24.60	\$25.10
Assistant Custodian	\$22.56	\$23.01	\$23.47
Building Caretaker	\$22.56	\$23.01	\$23.47
Stockkeeper	\$24.55	\$25.04	\$25.54
Groundsman	\$24.55	\$25.04	\$25.54
Steamboiler Fireman	\$23.60	\$24.07	\$24.55
Athletic Caretaker	\$23.60	\$24.07	\$24.55
Light Equipment Operator	\$23.60	\$24.07	\$24.55
Landscaper	\$23.60	\$24.07	\$24.55
Cleaner "Off Step"	\$21.23	\$21.66	\$22.09

ARTICLE 14

WAGES (cont'd).

14:03: Salary Schedule

Effective 7/1/99 cleaners hired after 6/30/99 will be compensated in accordance with the following schedule:

Hired After 1999

2015-2016	\$13.31	\$14.03	\$14.74	\$15.45	\$16.16	\$16.87
2016-2017	\$13.58	\$14.31	\$15.03	\$15.76	\$16.48	\$17.21
2017-2018	\$13.85	\$14.60	\$15.33	\$16.08	\$16.81	\$17.55
2018-2019	\$14.13	\$14.89	\$15.64	\$16.40	\$17.15	\$17.90
2019-2020	\$14.41	\$15.19	\$15.95	\$16.73	\$17.49	\$18.26

Continued:

	Step 7	Step 8	Step 9	Step 10	Step 11
2015-2016	\$17.57	\$18.28	\$18.98	\$19.70	\$20.41
2016-2017	\$17.92	\$18.65	\$19.36	\$20.09	\$20.82
2017-2018	\$18.28	\$19.02	\$19.75	\$20.49	\$21.24
2018-2019	\$18.65	\$19.40	\$20.15	\$20.90	\$21.66
2019-2020	\$19.02	\$19.79	\$20.55	\$21.32	\$22.09

Employees on this schedule will advance one (1) step each year.

14:04: Longevity Payments

1. There shall be a Eight Hundred and Fifty Dollars (\$850.00) longevity increment payment payable at the start of the sixth (6th) year of continuous service for each custodial and maintenance employee in the bargaining unit.
2. At the start of the eleventh (11th) year of continuous service, the salary of each custodial and maintenance employee in the bargaining unit will be increased in the amount of seven hundred and fifty dollars (\$750.00).
3. At the start of the sixteenth (16th) year of continuous service, the salary of each custodial and maintenance employee in the bargaining unit will be increased in the amount of one thousand dollars (\$1000.00).

ARTICLE 14
WAGES
(cont'd)

4. At the start of the twenty-first (21st) year of continuous service, the salary of each custodial and maintenance employee in the bargaining unit will be increased in the amount of one thousand dollars (\$1000.00).
5. At the start of the twenty-sixth (26th) year of continuous service, the salary of each custodial and maintenance employee in the bargaining unit will be increased in the amount of one thousand dollars (\$1000.00).

Increases to the longevity steps shall become effective with the 2015-2016 school year.

14:05: Night Shift Premium: All permanently assigned employees whose shift consists of four (4) hours or more between 6:00 P.M. and 6:00 A.M., shall be entitled to the night shift premium for eight (8) hours at the rate of twenty-five cents (\$.25) per hour for each full shift worked. It is understood and agreed that such night shift premium is not to be included as part of sick leave pay, vacation pay or during holiday periods when shifts are rearranged.

14:06 Cleaner Substitute List

Intent: The parties recognize the need for efficient work force having a compliment of employees. The parties further recognize that from time to time its work force will not be at full strength due to temporary absences resulting from illness, disability and vacations. In order to insure that the mission of the school district is met during these absences, the parties agree to implement a substitute cleaners list subject to an agreement being reached between the Utica City School District and the Union as to the number of cleaners necessary to properly clean the District's facilities.

- a) Substitutes cleaners will be utilized to fill temporary vacancies created by absences due to illness, disability and vacations, etc.
- b) Substitute cleaners will not be used to fill budgeted unappointed positions nor will they be in addition to the full compliment of present positions and/or future positions created by the Board of Education. It being the intent of this article to limit the use of substitute employees to fill temporary vacancies and not as means of increasing the work force beyond the compliment of employees agreed to by the parties and approved by the Board of Education. For example, in the event there are

ARTICLE 14

WAGES (cont'd)

69 budgeted cleaners positions, substitutes can only be used when there are 69 full-time cleaners on the payroll with a number of said cleaners being temporarily absent due to illness, disability or vacation. In such cases, substitutes may be used to fill only those job vacancies from which employees are temporarily absent. Effective 7/1/98 substitutes cannot be used if their use would increase the number of cleaners presently working beyond the fifty-five (55) budgeted positions. In a situation where the District is below the fifty-five (55) budgeted complement, it may add substitutes for up to sixty (60) days to get the complement to the maximum level.

- c) Substitutes will be selected from an application procedure to be agreed upon and promulgated by the Director of Human Resources and President of the Teamsters Local Union 294 or his designee.
- d) Substitute cleaners will be paid at an hourly rate commensurate with the entry level of a cleaner's position. Except for those benefits mandated by law, substitutes will not be entitled to any fringe benefits or protections contained in the collective bargaining agreement.
- e) Individual substitutes shall be limited to a maximum of ten (10) days of employment per month with the Utica City School District.

14:07 Senior Custodian Proctor High School

The Senior Custodian for Proctor High School shall receive an annual stipend of Two Thousand Five Hundred Dollars (\$2500.00).

ARTICLE 15

RETIREMENT INCENTIVE PROGRAM

The Retirement Incentive Program of the Utica City School District shall be in effect for the Utica City School District Custodial and Maintenance Employees that are represented by Teamsters Local Union 294 in the Utica City School District under the following terms and conditions:

1. All employees will be entitled to benefits as provided for the Family Medical Leave Act (FMLA).
2. Participants must be eligible to retire in accordance with all of the rules and regulations of the New York State Retirement System or the New York State Employees Retirement System as of the effective date of retirement.
3. Participants must send to the school district, by certified mail, return receipt requested, a letter of retirement which shall be irrevocable. Such letter shall be completed on the form attached and addressed to:

Director of Human Resources
Utica City School District
106 Memorial Parkway
Utica, NY 13501

4. Participants with an effective date of retirement must submit a retirement letter as provided for in subparagraph "3" above, no later than thirty (30) calendar days from time of anticipated retirement date.
5. Participants in this plan will receive, as an incentive for retirement, one-half (1/2) year's base pay salary for the school year, to be paid as follows: one-third (1/3) at the time of retirement; one-third (1/3) six (6) months later; and one-third (1/3) twelve (12) months later. One-half (1/2) of the base salary will be received, less appropriate deductions, and will specifically exclude any and all additional compensations received above their base salary schedule pay.
6. Participants shall be allowed, at their option, to continue dependent health insurance coverage, if eligible, as provided by the Utica City School District. In the event a participant chooses to continue said coverage, the District shall have the right to deduct from the payments made pursuant to this plan, any and all health insurance premiums attributable to the continued health insurance coverage from each of the three (3) payments made to the participant.

ARTICLE 15

RETIREMENT INCENTIVE PROGRAM
(cont'd.)

CUSTODIAL AND MAINTENANCE EMPLOYEES REPRESENTED BY
TEAMSTERS LOCAL UNION 294

UTICA CITY SCHOOL DISTRICT

RETIREMENT INCENTIVE PROGRAM

(Date)

Board of Education
Utica City School District
106 Memorial Parkway
Utica, New York 13501

TO THE BOARD OF EDUCATION:

I, _____, do hereby formally notify you that I will
retire from all employment with the Utica City School District effective _____.

I understand and agree that this letter is irrevocable and may not be withdrawn by me at
any time.

(Signature)

Address: _____

ARTICLE 16

RETIREMENT BENEFITS

16:01

- (a) All employees in the bargaining unit who are part-time employees may elect to participate in the New York State Employees Retirement System.
- (b) Persons employed in full-time positions on or after July 1, 1976, must be enrolled as Retirement System Employees.
 - 1. Full-time positions are those in which employment is on a twelve (12) month per year basis with a work week of not less than thirty (30) hours and in which employment is not to be a temporary position or limited to temporary period of less than one (1) year.
- (c) Eligibility for participation in the New York State Employees' Retirement System (Article 14) shall be earned in accordance with the Retirement and Social Security Law of the State of New York and Regulations and Rulings issued pursuant thereto.
- (d) Persons employed on or after July 1, 1976 and who elect to participate in the New York State Employees' Retirement System are required, under Article 14, to make contributions to the Retirement System in the amount of three (3) per cent of their gross wages.
- (e) Employees who retire from the District into the New York State Employee Retirement System (NYSERS) with twenty (20) or more years of continuous service with the Utica City School District shall be eligible for retiree health insurance coverage. The retired employee's share of the costs of the premium for retiree health insurance coverage shall be the same as the rate of contribution the employee had at the time of their retirement with the District.

ARTICLE 16

RETIREMENT BENEFITS

(cont'd)

16:02

- (a) The District pursuant to Section 75-b of the New York State Retirement and Social Security Law will adopt for the benefit of its employees in this unit the non-contributory plan established by the New York State Employees' Retirement System under Section 75-e of the New York State Retirement and Social Security Law.
- (b) The District will also adopt for the benefit of its employees in this unit the non-contributory guaranteed retirement benefit plan established by the New York State Retirement and Social Security Law.

16:03

Payment for Unused Sick Leave

All bargaining unit employees shall be entitled to payment for accumulated but unused sick pay upon cessation of employment with the District in accordance with the following rules:

1. For forty-nine (49) or fewer accumulated but unused sick days - no payment.
2. For fifty (50) accumulated but unused sick days – Five Hundred Dollars (\$500.00).
3. For the fifty- first (51st) through the two hundred fiftieth (250th) accumulated but unused sick days - payment at a rate of fifty dollars (\$50.00) per day.
4. No payment for accumulated but unused sick days beyond the two hundred and fiftieth (250th) day.

ARTICLE 17

OTHER

17.01 Uniforms

(a) Effective January 1, 2012, or as soon thereafter as possible, the District will provide each current full-time employee five (5) short sleeve District uniform shirts, and five (5) long sleeve District uniform shirts. The District shall further provide each new full-time employees a similar number of shirts at the beginning of their employment. Part-time employees governed by the terms and conditions of this Agreement shall receive a number of uniform shirts commensurate with their work status. The provision of this agreement shall not apply to substitute, temporary, and/or seasonal employees.

(b) Employees issued District shirts shall be required to wear the shirt during work hours. Short sleeve shirts shall be worn during the month from May through October. Long sleeve shirts shall be worn from November through April. These timetables may be waived and/or extended at the sole discretion of the District.

(c) Uniform shirts shall be worn and maintained in a clean and pressed manner. Clothing with rips, tears or holes shall not be permitted. Each employee shall be responsible for the maintenance and minor repairs of their uniform shirts.

(d) The District uniform shirt may not be altered or modified.

(e) Replacement uniform shirts are to be supplied to employees on an "as needed" basis to replace worn or damaged shirts. In order to receive a replacement uniform shirt, the employee must return the old shirt.

(f) District uniform shirts shall not be used for off-duty or recreational purposes, and shall be worn only by District personnel.

(g) No stickpins or ornaments shall be worn on the uniform shirt. Employees may, however, wear American flag and/or union pins on their uniform shirts.

(h) Employees shall be required to wear long sleeve pants during the regular school year. Employees may, however, wear shorts during the months of July and August only, with the exception of those instances where for safety purposes (i.e.: using certain chemical cleaners, complying with OSHA and/or PESH regulations and/or requirements; cutting grass, weed whacking and the like) they are required to wear long pants. Shorts must be of regular cut, of denim and/or khaki material; must be of knee length or longer, and may not be cut-offs or sport look. A final decision as to whether a job assignment requires an employee to wear long pants shall be at the determination of management.

(i) Employees must wear shoes and/or sneakers as part of their work uniform. Flip flops and open toe shoes are not permitted.

(j) All District uniform shirts shall be returned to the District at the time of the employee's termination date with the District.

ARTICLE 18

RIGHTS OF MANAGEMENT

17:01

- (a) It shall remain the prerogative and right of the Utica City School District and its authorized supervisors to determine work, shift or duty assignments in accordance with the appropriate Civil Service titles for bargaining unit classifications.
- (b) The scope of this agreement is limited to wages, fringe benefits, overtime and conditions of work, and other items as provided in Public Employees' Fair Employment Law, Article 41 of the Civil Service Law.
- (c) To promote working relations, the Union shall establish a committee of four (4) which shall include the president of the local union. This committee shall meet with the supervising foreman (foremen) and such other School District Administrators as may be involved. Such meetings to be as required to discuss and settle such issues as may occur in administration of this agreement or the intent thereof.
- (d) All employees may be required to attend training sessions. Training sessions held outside of the work day may be reimbursed at each employee's straight time hourly rate or be granted compensatory time on an hour for hour basis, at the option of the Utica City School District. Employees who fail to attend such sessions without acceptable reason will be penalized.

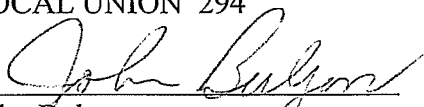
ARTICLE 19

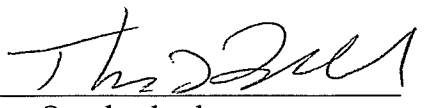
DURATION OF AGREEMENT

- 17:01 This Agreement settles in full all proposals of the Union, and the Union agrees it will make no further proposals on the items to which it proposed changes during the negotiations that led to this Agreement. The District agrees that it will not unilaterally change any of the terms, conditions or benefits which are the subject of this agreement.
- 17:02 This Agreement shall become effective for all employees as of July 1, 2015 and shall remain in full force and effect through June 30, 2020.
- 17:03 In event either party wishes to amend this Agreement, written notice must be given to the other party prior to February 1, 2020. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article 2 of this agreement. Amendments resulting from such negotiations shall take effect beginning July 1, 2015 or at such other time as may be mutually agreeable to the parties.


Ratified by the unit represented by Teamsters Local Union 294 on October 27, 2015 and by the Utica City School District Board of Education on October 27, 2015.

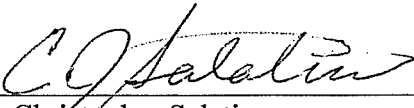
FOR THE CUSTODIAL AND
MAINTENANCE EMPLOYEES
REPRESENTED BY TEAMSTERS
LOCAL UNION 294


John Bulgaro
President/PEO


Tom Quackenbush
Secretary Treasurer/Business Agent

FOR THE UTICA CITY SCHOOL
DISTRICT


Bruce Karam
Superintendent of Schools


Christopher Salatino
President, Board of Education